



THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Paul Nicholls et al.

Group Art Unit:

Serial No.: 10/530,502

Examiner:

Filed: 6th April 2005

For: A VESSEL HAVING TEMPERATURE
MONITORING APPARATUS

Atty. Docket: 101.0057/US/PCT

Attention of: Office of PCT Legal Administration

Mail Stop PCT
Customer Service Window
Randolph Building
401 Dulany Street
Alexandria, VA 22314, U.S.A.

**RENEWED PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT
ABANDONED UNINTENTIONALLY UNDER 37 CFR 1.137(b)**

and

**PETITION UNDER 37 CFR 1.137(b) TO ACCEPT APPLICATION WITHOUT
SIGNATURE OF JOINT INVENTOR**

Dear Sir:

This is a renewal of the Petition for Revival of an Application for Patent Abandoned Unintentionally Under 37 CFR 1.137(b) originally filed on July 12, 2006 and dismissed without prejudice on July 21, 2006. A newly signed Declaration for Utility or Design Patent Application associated with this Renewed Petition is attached. A further Petition Under 37 CFR 1.137(b) to Accept Application Without Signature of Joint Inventor has become necessary and is made a part of this filing as follows.

Applicant Meisong Yan respectfully petitions the Commissioner that her joint inventor Mr. Paul Nicholls, be recognized as such for all purposes in the present application. Mr. Nicholls of 4 Uxbridge Close, Sarisbury Green, Southampton, SO31 7LP, United Kingdom, is a former employee of a UK affiliate of Schlumberger Technology Corporation, the assignee of the present application.

On July 27, 2006, a Declaration for Utility or Design Patent Application in the subject application was sent by post by the undersigned's Intellectual Property Administrator, Mrs. Paula

Dakin, to Mr. Nicholls at his residence for signature. A statement by Mrs. Dakin attesting to the dispatch of this document is attached hereto.

On August 8, 2006, the undersigned placed a telephone call from Southampton, United Kingdom, to Mr. Nicholls at his work telephone number 44 1489 588067. During this conversation Mr. Nicholls requested a copy of the previously signed Declaration for Utility or Design Patent Application dated April 15, 2005, which was rejected by the USPTO due to the format of the document.

On August 8, 2006, a copy of the Declaration for Utility or Design Patent Application, previously signed by Mr. Nicholls and dated April 15, 2005, was sent by Mrs. Dakin, to Mr. Nicholls via e-mail at nicholls@sensortran.com. A statement by Mrs. Dakin to this effect is attached hereto.

On August 10, 2006, Mr. Nicholls requested via e-mail that Mrs. Dakin send him evidence showing that he was obligated to sign a further Declaration.

On August 10, 2006, a copy of a Patent and Confidential Information Agreement that Mr. Nicholls signed on May 27, 2002, was sent by Mrs. Dakin, to Mr. Nicholls via e-mail at nicholls@sensortran.com. A statement by Mrs. Dakin to this effect is attached hereto.

On August 11, 2006, the undersigned again placed a telephone call from Southampton, United Kingdom, to Mr. Nicholls at his work telephone number 44 1489 588067. During this conversation Mr. Nicholls finally refused to sign the further Declaration.

It is respectfully requested that these Petitions be granted recognizing Mr. Nicholls as an inventor and reviving the subject application.

No fee is required for this Renewed Petition. However, the Commissioner is authorized to charge the fee for the Petition to Accept Application Without Signature of Joint Inventor (\$130) and any additional fees or credit any overpayment to Deposit Account No. 50-2475.

Respectfully submitted,

Date: August 17, 2006


Wayne I. Kanak
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**STATEMENT OF PAULA DAKIN ACCOMPANYING RENEWED PETITION FOR
REVIVAL OF AN APPLICATION FOR PATENT ABANDONED UNINTENTIONALLY
UNDER 37 CFR 1.137(b)**

and

**PETITION UNDER 37 CFR 1.137(b) TO ACCEPT APPLICATION WITHOUT
SIGNATURE OF JOINT INVENTOR**

I, Paula Dakin, residing at 40 Willis Waye, Kings Worthy, Winchester, SO23 7QT, United Kingdom, am employed as an Intellectual Property Administrator by Schlumberger Oilfield UK plc, an affiliate of Schlumberger Technology Corporation, at Gamma House, Enterprise Road, The University of Southampton Science Park, Southampton SO16 7NS, United Kingdom.

I hereby attest that on July 27, 2006 I dispatched by post to Mr. Paul Nicholls of 4 Uxbridge Close, Sarisbury Green, Southampton, SO31 7LP, United Kingdom the following document relating to the subject patent application:

- Declaration For Utility or Design Patent Application (copy attached hereto).

I further attest that on August 8, 2006 I sent via e-mail to Mr. Nicholls at nicholls@sensortran.com the following document relating to the subject application:

- Copy of previously signed Declaration For Utility or Design Patent Application, dated April 15, 2005 (copy attached hereto).

I further attest that on August 10, 2006 I sent via e-mail to Mr. Nicholls at nicholls@sensortran.com the following document relating to the subject application:

- Copy of Patent and Confidential Information Agreement Mr. Nicholls signed on May 27, 2002 (copy attached hereto).

Respectfully submitted,



Paula Dakin

Date: August 17, 2006

Schlumberger Oilfield UK plc
Gamma House
Enterprise Road
The University of Southampton Science Park
Southampton, SO16 7NS
United Kingdom

44 2380 765607
44 2380 765505 (fax)

Paula Dakin
Intellectual Property Administrator

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COPY

27th July 2006

Mr Paul Nicholls
4 Uxbridge Close
Sarisbury Green
Southampton, SO31 7LP
United Kingdom

RE: Our Ref.: 101.0057/US/PCT
US Patent filing titled: A VESSEL HAVING TEMPERATURE MONITORING APPARATUS
PCT/GB03/04288

Dear Paul,

Sorry to bother you again, but we have received an official letter regarding the above-mentioned case regarding the format of a Declaration from the United States Patent Office we submitted to them in 2005. I will therefore need to ask you to re-sign the document. Due to the tight deadline on this one I would appreciate it if you could sign page 4 of the enclosed Declaration, in blue in where possible and return it to me as soon as possible.

We understand that you will invoice us for your time as you have previously done.

I look forward to receiving the completed document.

Thank you in advance for your help in this matter.

Yours sincerely,



Paula Dakin
Intellectual Property Administrator

PATENT AND CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is entered into by and between the company Schlumberger Evaluation and Production Services (UK) Limited that is the legal Employer of Employee, acting on behalf of itself and its Affiliates (hereinafter collectively referred to as "Company"), and Paul Nicholls (herein referred to as "Employee"), and shall become effective as of the date Employee is employed by Company.

In consideration of the employment or continued employment of Employee by Company and payment of a salary, wage or other remuneration, the parties agree as follows:

1. Employee will not remove from Company's facilities, except as required to perform work for Company, any materials that contain trade secrets or confidential information belonging to Company, including but not limited to invention records, computer software, formulas, processes, programs, methods of operations, customer information, logs, data, equipment, drawings, notes, manuals, or other materials whether produced by Employee or obtained from Company. Employee agrees to return all such materials to Company immediately upon request and in any event upon termination of employment.
2. Employee will not publish or disclose to anyone not employed by Company, nor use in any business other than Company's, any trade secrets or other confidential information or material of Company either during or after his or her employment.
3. Certain employees will as a result of their employment with the Company be exposed to trade secrets and confidential information that could be damaging to the Company if disclosed to the Company's competitors. Company wishes to place no more than reasonable limitations on Employee's subsequent employment opportunities, consistent with Company's critical need to protect its legitimate business interests. These limitations are outlined in Paragraph 4 below. In the majority of cases, Company would expect to issue to an employee, upon the effective date of termination, a written waiver of the limitations outlined in Paragraph 4 below. In those cases where (because of exposure to trade secrets or confidential information or otherwise) Company does not issue such a waiver upon the effective date of termination, and Employee subsequently finds that such limitations have become a serious handicap in securing further employment, then Employee agrees to make a written request to Company for a waiver of designated limitations before accepting employment in conflict with Paragraph 4 below, such request to include the name and address of the proposed employer and the location, position and duties of the proposed employment. A waiver may be granted by Company and will not be unreasonably withheld. In the event Company declines to grant such a waiver, Company undertakes to continue to pay Employee his average salary (based on previous twelve months' earnings), for the one year period referred to in Paragraph 4 below. During such period, at Company's option, Employee may or may not be required to report to work.
4. To protect Company against disclosure of such trade secrets and confidential information, and to shield Employee from pressure to use or disclose such secrets and information, Employee agrees that for a period of one year following the effective date of termination of his or her employment with Company, he or she will not become an employee, officer, director, or consultant to, nor serve in any other capacity, nor receive any compensation from, nor have any ownership interest in (all either directly or indirectly) any business, company, or other entity (including affiliates thereof) that is or is planning or preparing to be in the business of (i) seismic surveying, well drilling and completions, (ii) evaluating, treating and/or testing earth formations and bore-holes, both cased and uncased, (iii) interpreting the characteristics of earth formations and the applications of those interpretations; or (iv) conducting research and engineering or equipment manufacturing in any of the aforementioned fields of activity, in any of the geographic areas where Company provides services or has a physical location.

5. Employee will promptly furnish to Company a complete record of any and all ideas, discoveries, inventions, writings, and improvements that he or she solely or jointly may conceive or make during the course of his or her employment with Company and that relate in any way to Company's business or field of activities.
6. Employee agrees to grant and hereby does grant and assign to Company or its nominee his or her entire right, title, and interest in and to all ideas, discoveries, inventions, writings and improvements coming within the scope of Paragraph 5 above, together with any and all world-wide patent rights and copyrights in such ideas, discoveries, inventions, writings, and improvements. At Company's request and without further compensation beyond Employee's normal salary or wage, Employee agrees to (a) assist Company in preparing and prosecuting all applications for such patents and copyrights; (b) execute any and all instruments necessary to make, file and prosecute such applications; and (c) execute any and all instruments necessary to transfer title in and to such applications to Company or its nominee.
7. Employee will not disclose to Company, nor use in his or her work for Company, any confidential information of a third party that Employee is obligated to keep confidential.
8. This Agreement shall inure to the benefit of the successors and assigns of Company and be binding upon them and upon the heirs and legal representatives of Employee. Company's rights under this Agreement shall be fully assignable by Company to an Affiliate.
9. This Agreement shall supersede the terms of any prior agreement between Employee and Company and may be modified or amended only in writing, signed by an authorised representative of Company and by Employee.
10. "Affiliate" as used herein, means any corporation, now or in the future, directly or indirectly controlling, controlled by, or under common control with Company, where "control" in relation to any corporation means the ownership, direct or indirect, of 50% or more of voting rights or securities.

COMPANY:

By:


Angela Whitworth
Senior Personnel Advisor

Date: 24th April 2002

EMPLOYEE:

By:


Paul Nicholls

Date: 27 May 2002